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SUBARU OF AMERICA, INC.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

MARTIN SATURN OF ONTARIO,  
INC. A Delaware corporation dba  
SUBARU OF ONTARIO,

Plaintiff,

vs.

SUBARU OF AMERICA, INC., a  
New Jersey corporation, et al.,

Defendant.

Case No. 5:23-cv-00853-JAK-SHKx

**STIPULATED PROTECTIVE ORDER**

Assigned to Hon. John A. Kronstadt  
Magistrate Judge Shashi H. Kewairamani

1. A. PURPOSE AND LIMITATIONS OF THIS ORDER

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following

1 Stipulated Protective Order. The parties acknowledge that this Order does not confer  
2 blanket protections on all disclosures or responses to discovery and that the protection  
3 it affords from public disclosure and use extends only to the limited information or  
4 items that are entitled to confidential treatment under the applicable legal principles.  
5 The parties further acknowledge, as set forth in Section 12.3, below, that this  
6 Stipulated Protective Order does not entitle them to file confidential information  
7 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and  
8 the standards that will be applied when a party seeks permission from the court to file  
9 material under seal.

10  
11 B. GOOD CAUSE STATEMENT

12 This action is likely to involve trade secrets, confidential and private  
13 identifying information including social security numbers, customer and pricing lists  
14 and other valuable research, development, commercial, financial, technical and/or  
15 proprietary information for which special protection from public disclosure and from  
16 use for any purpose other than prosecution of this action is warranted. Such  
17 confidential and proprietary materials and information consist of, among other things,  
18 confidential business or financial information, information regarding confidential  
19 business practices, or other confidential research, development, or commercial  
20 information (including information implicating privacy rights of third parties),  
21 information otherwise generally unavailable to the public, or which may be privileged  
22 or otherwise protected from disclosure under state or federal statutes, court rules, case  
23 decisions, or common law. Accordingly, to expedite the flow of information, to  
24 facilitate the prompt resolution of disputes over confidentiality of discovery materials,  
25 to adequately protect information the parties are entitled to keep confidential, to  
26 ensure that the parties are permitted reasonable necessary uses of such material in  
27 preparation for and in the conduct of trial, to address their handling at the end of the  
28 litigation, and serve the ends of justice, a protective order for such information is

1 justified in this matter. It is the intent of the parties that information will not be  
2 designated as confidential for tactical reasons and that nothing be so designated  
3 without a good faith belief that it has been maintained in a confidential, non-public  
4 manner, and there is good cause why it should not be part of the public record of this  
5 case.

6  
7 2. DEFINITIONS

8 2.1. Action: this pending federal lawsuit [*Martin Saturn of Ontario, Inc., dba*  
9 *Subaru of Ontario v. Subaru of America, Inc., et al.*, Case No. 5:23-cv-00853-JAK-  
10 SHK], as well as related protests pending before the State of California New Motor  
11 Vehicle Board [PR-2808-22 and PR-2854-24].

12 2.2. “ATTORNEYS’ EYES ONLY” Information or Items: information  
13 (regardless of how it is generated, stored or maintained) or tangible things that qualify  
14 for protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
15 the Good Cause Statement, pertaining to confidential business or financial  
16 information for third-parties not involved in this Action which the Parties agree shall  
17 be subject to heightened disclosure restrictions beyond those applicable to  
18 “CONFIDENTIAL” Information or Items, as set forth in Section 7.3, below.

19 2.3. Challenging Party: a Party or Non-Party that challenges the designation  
20 of information or items under this Order.

21 2.4. “CONFIDENTIAL” Information or Items: information (regardless of  
22 how it is generated, stored or maintained) or tangible things that qualify for protection  
23 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
24 Cause Statement.

25 2.5. Counsel: outside Counsel of Record and House Counsel (as well as their  
26 support staff).

27 2.6. Designating Party: a Party or Non-Party that designates information or  
28 items that it produces in disclosures or in responses to discovery as

1 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2 2.7. Disclosure or Discovery Material: all items or information, regardless of  
3 the medium or manner in which it is generated, stored, or maintained (including,  
4 among other things, testimony, transcripts, and tangible things), that are produced or  
5 generated in disclosures or responses to discovery in this matter.

6 2.8. Expert: a person with specialized knowledge or experience in a matter  
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
8 an expert witness or as a consultant in this Action.

9 2.9. House Counsel: attorneys who are employees of a party to this Action.  
10 House Counsel does not include Outside Counsel of Record or any other outside  
11 counsel.

12 2.10. Non-Party: any natural person, partnership, corporation, association, or  
13 other legal entity not named as a Party to this action.

14 2.11. Outside Counsel of Record: attorneys who are not employees of a party  
15 to this Action but are retained to represent or advise a party to this Action and have  
16 appeared in this Action on behalf of that party or are affiliated with a law firm which  
17 has appeared on behalf of that party, and includes support staff.

18 2.12. Party: any party to this Action, including all of its officers, directors,  
19 employees, consultants, retained experts, and Outside Counsel of Record (and their  
20 support staffs).

21 2.13. Producing Party: a Party or Non-Party that produces Disclosure or  
22 Discovery Material in this Action.

23 2.14. Professional Vendors: persons or entities that provide litigation support  
24 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
26 and their employees and subcontractors.

27 2.15. Protected Material: any Disclosure or Discovery Material that is  
28 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES

1 ONLY.”

2 2.16. Receiving Party: a Party that receives Disclosure or Discovery Material  
3 from a Producing Party.

4  
5 3. SCOPE

6 The protections conferred by this Stipulation and Order cover not only  
7 Protected Material (as defined above), but also (1) any information copied or  
8 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
9 compilations of Protected Material; and (3) any testimony, conversations, or  
10 presentations by Parties or their Counsel that might reveal Protected Material.

11 Any use of Protected Material at trial shall be governed by the orders of the  
12 trial judge. This Order does not govern the use of Protected Material at trial.

13  
14 4. DURATION

15 Even after final disposition of this litigation, the confidentiality obligations  
16 imposed by this Order shall remain in effect until a Designating Party agrees  
17 otherwise in writing or a court order otherwise directs. Final disposition shall be  
18 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
19 or without prejudice; and (2) final judgment herein after the completion and  
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
21 including the time limits for filing any motions or applications for extension of time  
22 pursuant to applicable law.

23  
24 5. DESIGNATING PROTECTED MATERIAL

25 5.1. Exercise of Restraint and Care in Designating Material for Protection.  
26 Each Party or Non-Party that designates information or items for protection under this  
27 Order must take care to limit any such designation to specific material that qualifies  
28 under the appropriate standards. The Designating Party must designate for protection

1 only those parts of material, documents, items, or oral or written communications that  
2 qualify so that other portions of the material, documents, items, or communications  
3 for which protection is not warranted are not swept unjustifiably within the ambit of  
4 this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations  
6 that are shown to be clearly unjustified or that have been made for an improper  
7 purpose (e.g., to unnecessarily encumber the case development process or to impose  
8 unnecessary expenses and burdens on other parties) may expose the Designating  
9 Party to sanctions.

10 If it comes to a Designating Party's attention that information or items that it  
11 designated for protection do not qualify for protection, that Designating Party must  
12 promptly notify all other Parties that it is withdrawing the inapplicable designation.

13 5.2. Manner and Timing of Designations. Except as otherwise provided in this  
14 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
15 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
16 Order must be clearly so designated before the material is disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic  
19 documents, but excluding transcripts of depositions or other pretrial or trial  
20 proceedings), that the Producing Party affix at a minimum, the legend  
21 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or the legend  
22 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter "AEO legend"), to  
23 each page that contains protected material. If only a portion or portions of the material  
24 on a page qualifies for protection, the Producing Party also must clearly identify the  
25 protected portion(s) (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for inspection  
27 need not designate them for protection until after the inspecting Party has indicated  
28 which documents it would like copied and produced. During the inspection and before

1 the designation, all of the material made available for inspection shall be deemed  
2 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
3 copied and produced, the Producing Party must determine which documents, or  
4 portions thereof, qualify for protection under this Order. Then, before producing the  
5 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
6 or “AEO legend” to each page that contains Protected Material. If only a portion or  
7 portions of the material on a page qualifies for protection, the Producing Party also  
8 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
9 in the margins).

10 (b) for testimony given in depositions that the Designating Party identify  
11 the Disclosure or Discovery Material on the record, before the close of the deposition  
12 all protected testimony.

13 (c) for information produced in some form other than documentary and  
14 for any other tangible items, that the Producing Party affix in a prominent place on  
15 the exterior of the container or containers in which the information is stored the legend  
16 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only  
17 a portion or portions of the information warrants protection, the Producing Party, to  
18 the extent practicable, shall identify the protected portion(s).

19 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent  
20 failure to designate qualified information or items does not, standing alone, waive the  
21 Designating Party’s right to secure protection under this Order for such material.  
22 Upon timely correction of a designation, the Receiving Party must make reasonable  
23 efforts to assure that the material is treated in accordance with the provisions of this  
24 Order.

25  
26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
28 designation of CONFIDENTIAL or ATTORNEYS’ EYES ONLY Information or



1 Items at any time that is consistent with the Court's Scheduling Order.

2 6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
3 resolution process under Local Rule 37.1 et seq.

4 6.3. The burden of persuasion in any such challenge proceeding shall be on  
5 the Designating Party. Frivolous challenges, and those made for an improper purpose  
6 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
7 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
8 or withdrawn the confidentiality designation, all parties shall continue to afford the  
9 material in question the level of protection to which it is entitled under the Producing  
10 Party's designation until the Court rules on the challenge.

11  
12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

13 7.1. Basic Principles. Subject to the additional limitations set forth in Sections  
14 7.2 and 7.3, below, a Receiving Party may use Protected Material that is disclosed or  
15 produced by another Party or by a Non-Party in connection with this Action only for  
16 prosecuting, defending, or attempting to settle this Action. Such Protected Material  
17 may be disclosed only to the categories of persons and under the conditions described  
18 in this Order. When the Action has been terminated, a Receiving Party must comply  
19 with the provisions of section 13 below (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a  
21 location and in a secure manner that ensures that access is limited to the persons  
22 authorized under this Order.

23 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless  
24 otherwise ordered by the court or permitted in writing by the Designating Party, a  
25 Receiving Party may disclose any information or item designated  
26 "CONFIDENTIAL" only to:

27 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
28 well as employees of said Outside Counsel of Record to whom it is reasonably



1 necessary to disclose the information for this Action;

2 (b) the officers, directors, and employees (including House Counsel) of  
3 the Receiving Party to whom disclosure is reasonably necessary for this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to whom  
5 disclosure is reasonably necessary for this Action and who have signed the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and Professional  
10 Vendors to whom disclosure is reasonably necessary for this Action and who have  
11 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (g) the author or recipient of a document containing the information or a  
13 custodian or other person who otherwise possessed or knew the information;

14 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
15 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
16 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
17 not be permitted to keep any confidential information unless they sign the  
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
19 by the Designating Party or ordered by the court. Pages of transcribed deposition  
20 testimony or exhibits to depositions that reveal Protected Material may be separately  
21 bound by the court reporter and may not be disclosed to anyone except as permitted  
22 under this Stipulated Protective Order; and

23 (i) any mediator or settlement officer, and their supporting personnel,  
24 mutually agreed upon by any of the parties engaged in settlement discussions.

25 7.3. Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items.

26 Unless otherwise ordered by the Court or permitted in writing by the Designating  
27 Party, a Receiving Party may disclose any information or item designated  
28 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) Counsel for all parties that have appeared in this action and regular and temporary employees of such counsel assisting in the conduct of this Action;

(b) Outside court reporters, experts, or consultants retained in good faith to assist counsel to whom disclosure is reasonably necessary, but only upon the prior execution of the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) The court and its personnel; and

(d) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party

1 shall bear the burden and expense of seeking protection in that court of its confidential  
2 material and nothing in these provisions should be construed as authorizing or  
3 encouraging a Receiving Party in this Action to disobey a lawful directive from  
4 another court.

5  
6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
7 IN THIS LITIGATION

8 (a) The terms of this Order are applicable to information produced by a  
9 Non-Party in this Action and designated as "CONFIDENTIAL" or  
10 "CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by  
11 Non-Parties in connection with this litigation is protected by the remedies and relief  
12 provided by this Order. Nothing in these provisions should be construed as  
13 prohibiting a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to  
15 produce a Non-Party's confidential information in its possession, and the Party is  
16 subject to an agreement with the Non-Party not to produce the Non-Party's  
17 confidential information, then the Party shall:

18 (1) promptly notify in writing the Requesting Party and the Non-Party  
19 that some or all of the information requested is subject to a confidentiality agreement  
20 with a Non-Party;

21 (2) promptly provide the Non-Party with a copy of the Stipulated  
22 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
23 specific description of the information requested; and

24 (3) make the information requested available for inspection by the  
25 Non-Party, if requested.

26 (c) If the Non-Party fails to seek a protective order from this court within  
27 14 days of receiving the notice and accompanying information, the Receiving Party  
28 may produce the Non-Party's confidential information responsive to the discovery

1 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
2 not produce any information in its possession or control that is subject to the  
3 confidentiality agreement with the Non-Party before a determination by the court.  
4 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
5 of seeking protection in this court of its Protected Material.

6  
7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
9 Protected Material to any person or in any circumstance not authorized under this  
10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
11 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
12 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
13 persons to whom unauthorized disclosures were made of all the terms of this Order,  
14 and (d) request such person or persons to execute the “Acknowledgment and  
15 Agreement to Be Bound” that is attached hereto as Exhibit A.

16  
17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
18 PROTECTED MATERIAL

19 When a Producing Party gives notice to Receiving Parties that certain  
20 inadvertently produced material is subject to a claim of privilege or other protection,  
21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
22 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
23 may be established in an e-discovery order that provides for production without prior  
24 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
25 parties reach an agreement on the effect of disclosure of a communication or  
26 information covered by the attorney-client privilege or work product protection, the  
27 parties may incorporate their agreement in the stipulated protective order submitted  
28 to the court.

12. MISCELLANEOUS

12.1. Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2. Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3. Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in Section 4 (DURATION), within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to

1 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
3 reports, attorney work product, and consultant and expert work product, even if such  
4 materials contain Protected Material. Any such archival copies that contain or  
5 constitute Protected Material remain subject to this Protective Order as set forth in  
6 Section 4 (DURATION).

7  
8 14. Any violation of this Order may be punished by any and all appropriate  
9 measures including, without limitation, contempt proceedings and/or monetary  
10 sanctions.

11  
12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13  
14 MILLER BARONDESS, LLP

15 Dated: September 4, 2024

/s/ Amnon Siegel

16 Amnon Siegel  
17 Attorney for Plaintiff  
18 Martin Saturn of Ontario, Inc.,  
19 dba Subaru of Ontario

20  
21 NELSON MULLINS RILEY &  
22 SCARBOROUGH, LLP

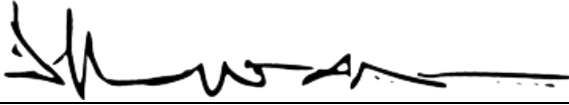
23 Dated: September 4, 2024

/s/ Steven B. McFarland

24 Steven B. McFarland  
25 Attorney for Defendant  
26 Subaru of America, Inc.

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2 September 5, 2024  
3 DATED:\_\_\_\_\_

4   
5 \_\_\_\_\_

6 HON. SHASHI H. KEWALRAMANI  
7 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_[print or type full name], of  
\_\_\_\_\_[print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Central  
District of California on [date] in the case of *Martin Saturn of Ontario, Inc., dba  
Subaru of Ontario v. Subaru of America, Inc., et al.*, Case No. 5:23-cv-00853-JAK-  
SHK. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
that I will not disclose in any manner any information or item that is subject to this  
Stipulated Protective Order to any person or entity except in strict compliance with  
the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Central District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this  
action. I hereby appoint \_\_\_\_\_[print or type full name]  
of \_\_\_\_\_[print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**FILER'S ATTESTATION**

I, Steven B. McFarland, am the ECF User whose identification and password are being used to file this Stipulation. I hereby certify that pursuant to C.D. Cal. L.R. 5-4.3.4(a)(2)(i), I have obtained the authorization from the above signatories to file the above-referenced document. Amnon Siegel, counsel for Plaintiff, concurs in this filing and has authorized me to affix his signature and file this document on his behalf. I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 4, 2024.

By: /s/ Steven B. McFarland

**CERTIFICATE OF SERVICE**

I hereby certify that on September 5, 2024, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system and I served a copy of the foregoing pleading on all counsel for all parties, via the CM/ECF system and/or mailing same by United States Mail, properly addressed, and first class postage prepaid, to all counsel of record in this matter.

/s/ Steven B. McFarland

Steven B. McFarland